IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.1946 OF 2003

1. Tata Motors Ltd. formerly known as
Tata Engineering and Locomotive Co.Ltd. ...Plaintiff.

vs.

Malabar Automobiles Pvt. Ltd. ...Defendant.

Mr.Gaurav Joshi with Avinash Joshi i/b. Mulla & Mulla & C.B.&C, for Plaintiff.

None for Defendant.

CORAM: D.K.DESHMUKH,J.

DATED: 17th July, 2006.

P.C.:-

1. By order dated 7.6.2005 the Court had granted unconditional leave to defend only in relation to two bills of exchange viz. Bill of exchanges at Sr.nos.27 and 73 at Exhibit "D", and in relation to the rest of the bills of exchange conditional leave to defend was granted.

2. So far as the conditional leave to defend is concerned, the defendant has not made deposit as directed by the Court. The plaintiff has produced non deposit certificate. Therefore, in view of the order passed by the

Court in summons for judgment no.900 of 03 dated 7.6.2005 and in view of the chart submitted by the plaintiff of the amount of principal and interest calculation in the light of the order dated 7.6.2005 which is taken on record and marked “X” for identification, the suit of the plaintiff is decreed in the following terms:-

1. The defendant is ordered and directed to pay to the plaintiff an amount of Rs.4,85,88,399.33 together with the interest on the principal sum of Rs.3,22,16,184.08 at the rate of 18% per annum from the date of institution of the suit till the date of realisation.

2. The defendant is also directed to pay cost to the plaintiff.

3. It is clarified that the suit of the plaintiff in so far as the amount involved in the bills of exchange at Sr.no.27 and 73 of Exhibit “D” to the plaint remains pending.